

**CONTRACT AWARD NOTIFICATION  
SPECIFICATION NO. 06-119  
ANNUAL REQUIREMENTS FOR  
3"-10" COLD WATER POSITIVE DISPLACEMENT  
METERS WITH ITRON AMR DEVICES**

**DATE:** May 12, 2006

**CONTRACT PERIOD:** June 1, 2006 thru May 31, 2007

**CONTRACTOR:** AMCO Water Metering Systems ,Inc.  
P.O. Box 1852  
Ocala, FL 33478-1852

**PURCHASING DIVISION  
K-STREET COMPLEX  
440 SOUTH 8<sup>TH</sup> STREET  
LINCOLN, NEBRASKA 68508  
(402) 441-7410**

**Company Representative:** Polly C. Jones  
**Telephone No.:** 800-874-0890  
**FAX No.:** 352-368-1950  
**E-Mail Address :** polly.jones@amcowater.com

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**AS PER ATTACHED CONTRACT AND PROPOSAL  
DATED 04/10/06**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. # 076272  
Dated:05/09/06

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
3" - 10" COLD WATER POSITIVE DISPLACEMENT METERS  
WITH  
ITRON AMR DEVICES**

**Contractor:**

**AMCO WATER METERING SYSTEM, INC.  
PO Box 1852  
Ocala, FL 34478-1852**

CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 25<sup>th</sup> day of April 2006, by and between \_\_\_\_\_  
AMCO Water Metering System, Inc., PO Box 1852, Ocala, FL 34478-1852 hereinafter called  
contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for 3" - 10" Cold Water Positive Displacement Meters with Itron  
AMR Devices, Specification 06-119  
\_\_\_\_\_ and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The terms of this agreement is a one year, June 1, 2006 through May 31, 2007.

### GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

## CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

### **EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Executive or No. \_\_\_\_\_  
dated \_\_\_\_\_

### **EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Secretary (SEAL)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# **PROPOSAL SPECIFICATION NO. 06-119**

**BID OPENING TIME: 12:00 NOON**

**DATE: April 12, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers n/a through n/a are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

## **THE ANNUAL REQUIREMENTS FOR: 3"-10" COLD WATER POSITIVE DISPLACEMENT METERS WITH ITRON AMR DEVICES**

### BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST. ANNUAL QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	COMPOUND TYPE COLD WATER METERS			
1.1	3" Compound Type Cold Water Meter w/encoder Register & Integral ERT, Not Greater than 17" laying length	20 Each	\$ <u>997.00</u>	\$ <u>19,940.00</u>
	3" Compound Type Cold Water Meter w/encoder Register & Pit ERT, Not greater than 17" laying length		\$ <u>997.00</u>	
	3" Compound Type Cold Water Meter w/encoder Register & Remote Mounted ERT, not greater than 17" laying length		\$ <u>997.00</u>	
	Manufacturer: <u>AMCO</u> No.: <u>C3000</u>			
1.2	4" Compound Type Cold Water Meter w/encoder Register & Integral ERT Not Greater than 20" laying length	20 Each	\$ <u>1,401.00</u>	\$ <u>28,020.00</u>
	4" Compound Type Cold Water Meter w/encoder Register & Pit ERT, Not greater than 20" laying length		\$ <u>1,401.00</u>	
	4" Compound Type Cold Water Meter w/encoder Register & Remote Mounted ERT, not greater than 20" laying length		\$ <u>1,401.00</u>	
	Manufacturer: <u>AMCO</u> No.: <u>C3000</u>			

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST. ANNUAL QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.3	6" Compound Type Cold Water Meter w/encoder Register & Integral ERT Not Greater than 24" laying length	4 Each	\$ <u>2,198.00</u>	\$ <u>8,792.00</u>
	6" Compound Type Cold Water Meter w/encoder Register & Pit ERT, Not greater than 24" laying length		\$ <u>2,198.00</u>	
	6" Compound Type Cold Water Meter w/encoder Register & Remote Mounted ERT, not greater than 24" laying length		\$ <u>2,198.00</u>	
	Manufacturer: <u>AMCO</u> No.: <u>C3000</u>			
	<b>TOTAL - ITEMS 1.1 THRU 1.3, COMBINED:</b>			\$ <u>56,752.00</u>
2.	COLD WATER TURBINE TYPE METERS			
2.1	3" Turbine Type Cold Water Meter w/encoder Register & Integral ERT	4 Each	\$ <u>426.00</u>	\$ <u>1,704.00</u>
	3" Turbine Type Cold Water Meter w/encoder Register & Pit ERT		\$ <u>426.00</u>	
	3" Turbine Type Cold Water Meter w/ encoder Register & Remote Mounted ERT		\$ <u>426.00</u>	
	3" Turbine Type Cold Water Meter w/encoder Register & Integral ERT, without flanges	10 Each	\$ <u>399.00</u>	\$ <u>3,990.00</u>
	3" Turbine Type Cold Water Meter w/encoder Register & Pit ERT, without flanges		\$ <u>399.00</u>	
	3" Turbine Type Cold Water Meter w/ encoder Register & Remote Mounted ERT, without flanges		\$ <u>399.00</u>	
	Manufacturer: <u>AMCO</u> No.: <u>T3000</u>			
2.2	4" Turbine Type Cold Water Meter w/encoder Register & Integral ERT	2 Each	\$ <u>525.00</u>	\$ <u>1,050.00</u>
	4" Turbine Type Cold Water Meter w/encoder Register & Pit ERT		\$ <u>525.00</u>	
	4" Turbine Type Cold Water Meter w/ encoder Register & Remote Mounted ERT		\$ <u>525.00</u>	
	Manufacturer: <u>AMCO</u> No.: <u>T3000</u>			

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST. ANNUAL QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
2.3	6" Turbine Type Cold Water Meter w/encoder Register & Integral ERT	4 Each	\$ <u>938.00</u>	\$ <u>3,752.00</u>
	6" Turbine Type Cold Water Meter w/encoder Register & Pit ERT		\$ <u>938.00</u>	
	6" Turbine Type Cold Water Meter w/ encoder Register & Remote Mounted ERT		\$ <u>937.00</u>	
	Manufacturer: <u>AMCO</u> No.: <u>T3000</u>			
<b>TOTAL - ITEMS 2.1 THRU 2.3, COMBINED:</b>				\$ <u>10,496.00</u>

**BID SECURITY REQUIRED:**

Yes Amount:  
No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**Term of Agreement is one (1) year, June 1, 2006 through May 31, 2007.**

**Contract Extension Renewal is an option:**

Yes X  
No \_\_\_\_\_

**TERM PRICE CLAUSE: BIDDER MUST STATE**

- (a) Bid prices firm for the full contract period: X; or  
 (b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_.  
 (c) If (b), state period for which prices will remain firm:  
 Through \_\_\_\_\_.

**COMPANY REPRESENTATIVE responsible for the administration of this Agreement:**

NAME: Polly C. Jones  
 TITLE: Bid & Technical Sales Support Coord.  
 PHONE NO. 800-874-0890 X-6554

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.



**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
SEALED BID FOR SPEC. 06-119**

AMCO Water Metering System Inc.

COMPANY NAME

P. O. Box 1852

STREET ADDRESS or P.O. BOX

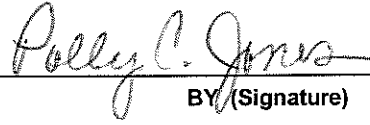
Ocala, FL 34478-1852  
CITY, STATE ZIP CODE

800-874-0890

TELEPHONE

polly.jones@amcowater.com

E-MAIL ADDRESS



BY (Signature)

Polly C. Jones

(Print Name)

Bid & Technical Sales Support Coordinator

(Title)

April 10, 2006

(Date)

Stock to 30 days ARO

ESTIMATED DELIVERY DAYS (After  
receipt of individual orders)

Net 30

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

The Intent to Award will be listed on the website when a recommendation is received from the Department.